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*Attorneys for HASElect-Medical Receivables  
Litigation Finance Fund International SP*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
INFINITY CAPITAL MANAGEMENT, INC.  
  
Debtor.

Case No. 21-14486-abl  
Chapter 7

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Adversary Case No. 21-01167-abl

Plaintiff,  
  
v.

**STIPULATION TO EXTEND  
DEADLINE TO OPPOSE  
TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP'S  
MOTION FOR PARTIAL SUMMARY  
JUDGMENT AS TO DIRECT  
PURCHASE RECEIVABLES [ECF  
NO. 90]**

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,  
  
Defendant.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Hearing Date: October 25, 2022

Counter-Claimant,  
  
v.

Hearing Time: 1:30 p.m.

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Counter-Defendant.

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Counter-Claimant,

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Counter-Defendant.

HASelect-Medical Receivables Litigation Finance Fund International SP (“HASelect”), by and through its undersigned counsel, and Tecumseh-Infinity Medical Receivables Fund, LP (“Tecumseh”), by and through its undersigned counsel (each a “Party” and, collectively, the “Parties”), hereby agree and stipulate as follows:

1. On or about August 26, 2022, Tecumseh filed its *Motion for Partial Summary Judgment as to Direct Purchase Receivables* [ECF No. 90] (the “Motion”);

2. The Motion was set for hearing for October 25, 2022 at 1:30 p.m.;

3. Pursuant to Local Rule 7056, unless the Court orders otherwise, HASelect is to file its Opposition to the Motion within twenty-one (21) days after service of the Motion, making HASelect’s Opposition to the Motion due on September 16, 2022 (the “Opposition Deadline”);

4. Pursuant to Local Rule 7056, unless the Court orders otherwise, Tecumseh is to file its reply to the Opposition within fourteen (14) days after service of the Opposition (the “Reply Deadline”);

5. Previously, the Parties agreed to extend the Opposition Deadline from September 16, 2022 to September 28, 2022 and extend the Reply Deadline to twenty-six (26) days after service of the Opposition which the Court approved via an order entered on September 19, 2022, *see* [ECF No. 114];

6. Based on the reasons set forth in the previous stipulation and the extended amount of time that remains prior to the hearing of the Motion, the Parties have agreed to further extend the Opposition Deadline.

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1           **ACCORDINGLY, IT IS HEREBY STIPULATED** that the Opposition Deadline shall be  
2 extended two (2) days from September 28, 2022 to September 30, 2022.

3           **IT IS FURTHER STIPULATED** that the Reply Deadline will be due twenty-four (24) days  
4 after service of the Opposition.

5           **IT IS SO STIPULATED.**

6  
7 **SHEA LARSEN**

8 /s/ Bart K. Larsen, Esq.  
9 BART K. LARSEN, ESQ.  
10 Nevada Bar No. 8538  
11 KYLE M. WYANT, ESQ.  
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15 *Attorneys for HSelect-Medical Receivables*  
16 *Litigation Finance Fund International SP*

**AKERMAN LLP**

By: /s/ Michael D. Napoli, Esq.  
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-and-

**GARMAN TURNER GORDON LLP**

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7251 Amigo St., Suite 210  
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*Receivable Fund, LP*

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**CERTIFICATE OF SERVICE**

1. On September 28, 2022, I served the following document(s): **SECOND STIPULATION TO EXTEND DEADLINE TO OPPOSE TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP'S MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO DIRECT PURCHASE RECEIVABLES [ECF NO. 90]**
2. I served the above document(s) by the following means to the persons as listed below:
  - ☒ a. ECF System:

CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON  
[clarisse@nv-lawfirm.com](mailto:clarisse@nv-lawfirm.com), [bknotices@nv-lawfirm.com](mailto:bknotices@nv-lawfirm.com)

GERALD M GORDON on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP  
[ggordon@gtg.legal](mailto:ggordon@gtg.legal), [bknotices@gtg.legal](mailto:bknotices@gtg.legal)

MICHAEL D. NAPOLI on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP  
[michael.napoli@akerman.com](mailto:michael.napoli@akerman.com),  
[cindy.ferguson@akerman.com](mailto:cindy.ferguson@akerman.com); [catherine.kretzschmar@akerman.com](mailto:catherine.kretzschmar@akerman.com); [laura.taveras@akerman.com](mailto:laura.taveras@akerman.com); [masterdocketlit@akerman.com](mailto:masterdocketlit@akerman.com); [teresa.barrera@akerman.com](mailto:teresa.barrera@akerman.com)

ARIEL E. STERN on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP  
[ariel.stern@akerman.com](mailto:ariel.stern@akerman.com), [akermanlas@akerman.com](mailto:akermanlas@akerman.com)
  - ☐ b. United States mail, postage fully prepaid:
  - ☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.
  - ☐ d. By direct email (as opposed to through the ECF System):

Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
  - ☐ e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax

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1 transmission or a court order, I faxed the document(s) to the persons at the fax  
2 numbers listed below. No error was reported by the fax machine that I used. A copy  
3 of the record of the fax transmission is attached.

4 ☐ f. By messenger:

5 I served the document(s) by placing them in an envelope or package addressed to  
6 the persons at the addresses listed below and providing them to a messenger for  
7 service.

8 I declare under penalty of perjury that the foregoing is true and correct.

9 Dated: September 28, 2022.

10 By: /s/ Bart K. Larsen, Esq.